# End Office with Local Tandem Functionality (EO w/LTF) Amendment to the Interconnection Agreement between Qwest Corporation and HunTel CableVision, Inc. dba HunTel Communications for the State of Nebraska

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and HunTel CableVision, Inc. dba HunTel Communications ("CLEC"), a Nebraska corporation.

# **RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Nebraska Public Service Commission on May 20, 2003, as referenced in Application No. C-2921 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms and conditions contained herein.

# **AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Amendment Terms**

The Agreement is hereby amended by adding End Office with Local Tandem Functionality (EO w/LTF) language to the Agreement as set forth below:

To the extent Qwest is using a specific end office to deliver limited tandem switching functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC.

### **Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

# **Amendments; Waivers**

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

# **Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

| dba HunTel Communications | Qwest Corporation                          |
|---------------------------|--|
| Authorized Signature      | Authorized Signature                       |
| Name Printed/Typed        | L. T. Christensen<br>Name Printed/Typed    |
| Title                     | <u>Director – Business Policy</u><br>Title |
| Date                      | Date                                       |